

AGREEMENT BETWEEN
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 21-AD
AND KING COUNTY

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ARTICLE 1: POLICY AND PURPOSE

Section 1. Policy. These Articles constitute an Agreement, terms of which have been negotiated in good faith between the King County Labor Negotiating Team and the Union subscribing thereto. This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

Section 2. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with King County, and to set forth in writing the negotiated wages, hours, and other working conditions of such employees in appropriate bargaining units, provided the County has authority to act on such matters, and further provided, the matter has not been delegated to any civil service commission or personnel board similar in scope, structure, and authority as defined in RCW 41.56.

Section 3. Nondiscrimination. Whenever words denoting gender are used in this Agreement they are intended to apply equally to either gender. The Employer and the Union further agree that they will not unlawfully discriminate against any employee by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap or disability in administering and enforcing the provisions of this Agreement. Alleged violations of this section may be the subject of a grievance filed up to and including Step 3 of the grievance procedure set forth in Article 11 of this Agreement. Under no circumstances shall grievances alleging solely a violation of this provision be subject to the arbitration clause of Article 11.

1 **ARTICLE 2: SECURITY OF THE PARTIES**

2 **Section 1. Membership.** The Employer recognizes the Union as the exclusive bargaining
3 representative for all regular full-time and regular part-time bargaining unit members of the Court
4 Services and Inmate Management Services sections within the Department of Adult and Juvenile
5 Detention.

6 a. Extra-help (temporary) employees shall be defined as all employees, other than
7 regular full-time and regular part-time employees, doing bargaining unit work. Extra-help (temporary)
8 employees are persons who have been employed for a portion of or throughout the calendar year
9 whose purpose is to cover seasonal peaks work loads, emergency work loads of limited duration,
10 necessary sick leave, vacation relief, parental leave, special projects, replacing an injured worker, or
11 while a regular position is being filled. Extra-help (temporary) employees are supplementary to the
12 regular work force and shall not be used to supplant regular employees or undermine the integrity of
13 the master schedule.

14 **Section 2. Dues Deductions.** Upon receipt of written authorization individually signed by a
15 bargaining unit member, the County will have deducted from the pay of such member the amount of
16 dues as certified by the secretary of the Union, and shall transmit the same to the treasurer of the
17 Union. The Union will indemnify, defend, and hold the County harmless against any claims made and
18 against any instituted against the County on account of any check-off of dues for the Union. The
19 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
20 provision upon presentation of proper evidence thereof.

21 **Section 3. Agency Shop.** It shall be a condition of employment that all employees covered by
22 this Agreement and hired or assigned into the bargaining unit on or after its effective date shall, on the
23 thirtieth (30th) day following the beginning of such employment, become and remain members in good
24 standing in the Union or pay an agency fee to the extent allowable by law. However, nothing
25 contained in this section shall require an employee who holds bona fide religious beliefs that prohibit
26 the payment of dues to union organizations to join the Union. The employee who holds such bona
27 fide religious beliefs shall pay an amount of money equivalent to the regular union dues to a non-
28 religious charity or to another charitable organization mutually agreed upon by the employee affected

1 and the bargaining representative to which the employee would otherwise pay the dues. The employee
2 shall furnish written proof that such payments have been made.

3 **Section 4. Employment Lists.** The County will transmit to the Union a current listing of all
4 employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice
5 per calendar year. Such list shall include the name of the employee, classification, department, salary,
6 and date of hire.

7 **Section 5. Exclusive Negotiations.** The Employer will not negotiate or handle grievances
8 with any employee organization other than Local 21-AD with reference to terms and conditions of
9 employment of the recognized bargaining unit members. When individuals or organizations other than
10 Local 21-AD request negotiations or handling of grievances, they will be advised by the Employer to
11 transmit their request to Local 21-AD. Similarly, Local 21-AD will advise any individuals or
12 organizations seeking to negotiate or handle grievances that Local 21-AD is the exclusive
13 representative of bargaining unit members in the Local and will be the only agency to approach the
14 Employer on these matters.

15 **Section 6. No Work Stoppages.** The employer and the Union agree that the public interest
16 requires efficient and uninterrupted performance of all County services and, to this end, pledge their
17 best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall
18 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
19 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
20 County functions by employees under this Agreement and, should same occur, the Union agrees to
21 take appropriate steps to end such interference. Any concerted action by any employees in the
22 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

23 **Section 7. Responsibility of Local 21-AD.** Upon notification in writing by the County to the
24 Union that any of its members are engaged in a work stoppage, the Union shall immediately, in
25 writing, order such members to immediately cease engaging in such work stoppage, and provide the
26 County with a copy of such order. In addition, if requested by the County, a responsible official of the
27 Union shall publicly order such bargaining unit member to cease engaging in such a work stoppage.

Section 8. Penalties for Work Stoppage. Any employee who commits any act prohibited in this Article shall be considered absent without authorized leave and shall be considered to have resigned.

1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1. Disciplinary Action.** Employees who have completed their probationary period
3 shall not be disciplined or discharged except for just cause. When the County initiates disciplinary
4 action in response to a charge or complaint, the employee shall be apprised of the allegations. If the
5 County imposes disciplinary action against an employee for any reason, the employee and the Union
6 shall be notified in writing and shall be apprised of the right to grieve the imposed action as provided
7 in Article 11 of this Agreement.

8 **Section 2. File Review by Member.** Any bargaining unit member shall have the right to
9 examine his/her own departmental personnel files. Reasonable requests for copies of material
10 contained in personnel files will be honored. The parties recognize that it may become necessary to
11 charge for copies provided, beyond one copy of each document during any twelve (12)-month period,
12 at the rate established by County Council ordinance.

13 **Section 3. File Review by Local 21-AD.** With written permission from the employee, Local
14 21-AD representatives shall have the right to examine the bargaining unit member's departmental
15 personnel file.

16 **Section 4. No Secret Files.** There shall be no secret files on any bargaining unit member.
17 Material placed into the employee's departmental personnel file relating to job performance or
18 personal character shall be brought to his/her attention prior to placement in the file. The employee
19 may challenge the inclusion of any document placed in the file as provided in Article 11 of this
20 Agreement.

21 **Section 5.** At the employee's request, materials relating to corrective counseling will be
22 removed from the employee's file after a twelve (12) month period unless another act of misconduct
23 has been committed during the twelve (12) month period.

24 **Section 6. Personal Property Damage.** Employees who unavoidably suffer a loss or damage
25 to essential personal property, other than damage or loss to their vehicle or property contained in their
26 vehicle, while on duty shall have same repaired or replaced at County expense, provided that such
27 reimbursement shall not exceed three hundred (\$300) per incident. Paperwork necessary to process
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claims covered under this section will be processed by the County with due speed upon receipt of the claim from the employee.

Section 7. Bulletin Boards. The Employer agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other material relating to Union activities so long as that material does not support or oppose political candidates or political issues.

Section 8. Classifications. The County will advise the Union in writing and in advance about the creation of any new or reclassified position. Such notification will include a list of duties and responsibilities, along with a statement about the desirable qualifications. The County and the Union will review and attempt to reach a mutual agreement in determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified positions. Should the parties fail to reach a mutual agreement, the matter will be referred to the Public Employment Relations Commission for unit clarification. In the event that the County wishes to fill the position pending the unit/clarification decision, the promotional procedures contained in Article 13 shall apply.

Section 9. No employee shall be directed to work in a manner or condition that does not comply with State or Federal Law.

Section 10. For purposes of this Agreement, except for computation of sick leave and vacation, seniority shall be defined as length of continuous service within a classification without a break in that service. For purposes of sick leave and vacation accrual, seniority begins at the date of hire into the County. When a bargaining unit member is assigned to a temporary assignment, his/her seniority shall continue to accrue within the bargaining unit.

Section 11. Newly hired regular full-time and regular part-time employees shall serve a twelve (12) calendar months probationary period. Regular full-time and regular part-time employees who are hired into a bargaining unit position from other Department of Adult and Juvenile Detention (DAJD) positions, or who transfer or who are promoted to a new bargaining unit position, shall serve a six (6) calendar months probationary period. The probationary period is an extension of the hiring process. Termination during this period is not grievable.

Section 12. King County agrees to provide all regular full-time and regular part-time employees transit passes during the term of this Agreement.

Section 13. Management will pay for the DAJD badge agreed to be given to new employees upon successful completion of probation.

ARTICLE 4: MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of the Employer include, but are not limited to:

a. recruit, examine, select, promote, transfer and train Employees of its choosing, and to determine the times and methods of such actions;

b. assign and direct the work; assign overtime, utilizing the procedures agreed to under the provision of Article 14; develop and modify class specifications as well as assignment for the salary range for each classification and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign Employees to those duty stations;

c. reduce the work force due to lack of work, funding or other cause consistent with efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or dismiss Employees for just cause;

d. establish reasonable work rules; assign the hours of work and assign Employees to shifts and days off in accordance with procedures set forth in the master schedule established by this Agreement. (Article 12. Section 1.); and

e. Discharge probationary employees during the term of their probation.

Section 2. All of the functions, rights, powers and authority of the Employer not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer.

Section 3. Management may take whatever action necessary to implement biweekly pay when and if it is passed by the County Council.

ARTICLE 5: MEDICAL, DENTAL, AND LIFE PLAN

The Employer will provide a medical, dental, and life insurance plan for all regular employees, and agrees to maintain such plans in effect and incorporate any changes recommended by the Labor Management Insurance Committee for the duration of this Agreement.

1 **ARTICLE 6: HOLIDAYS**

2 **Section 1.** All regular full-time and regular part-time employees shall be entitled to, and
3 compensated for, the following holidays (of up to eight hours), on the King County day of observance:

4 a. New Year's Day

5 b. Martin Luther King Jr's Birthday

6 c. President's Day

7 d. Memorial Day

8 e. Independence Day

9 f. Labor Day

10 g. Veteran's Day

11 h. Thanksgiving Day

12 i. The Day After Thanksgiving

13 j. Christmas Day

14 k. Each regular full-time employee shall receive two (2) additional personal holidays to
15 be administered through the vacation plan. One day shall be accrued on the first day of October and
16 one day shall be accrued on the first of November each year. Regular part-time employees shall
17 accrue these holidays on a pro-rated basis, based on their regularly scheduled hours of work. Holidays
18 shall be observed in accordance with RCW 1.16.050, as amended.

19 **Section 2. Holiday Pay.** All employees shall take holidays on the King County official day of
20 observance unless their work schedule requires otherwise for continuity of services, in which event,
21 they shall either be paid for it, or the day shall be administered through the vacation plan, and shall be
22 scheduled like any other vacation day, as provided for in Article 7 of this Agreement.

23 **Section 3.** Employees who work on the designated holiday shall be paid at one-and-one half
24 (1-1/2) times their regular rate of pay for all hours worked on the holiday, in addition to receiving
25 either their regular rate of pay for the holiday, or accruing a holiday (of up to 8 hours) which shall be
26 administered like a vacation day, as provided for in Section 2 of this Article. Employees may request
27 to receive cash for the holiday at any time; in no event shall employees be able to accumulate more
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1 than 480 hours total of vacation and holiday time. Employees shall use or be cashed out for the excess
2 holiday accrual prior to December 31st of the year in which the excess was accrued.

3 **Section 4.** Regular part-time employees shall receive pro-rated holiday benefits in the same
4 manner as outlined in this Article.

5 **Section 5.** An employee's scheduled work day which spans two (2) calendar days shall be
6 considered to have occurred on the calendar day it commences.

ARTICLE 7: VACATION LEAVE

Section 1. All eligible regular full-time and regular part-time employees shall accrue vacation benefits for each hour in regular pay status exclusive of overtime according to the following table:

Length of Service		Annual Leave in Days Accrued per Year of Service
Upon Hire through end of year	5	12
Upon beginning of year	6	15
Upon beginning of year	9	16
Upon beginning of year	11	20
Upon beginning of year	17	21
Upon beginning of year	18	22
Upon beginning of year	19	23
Upon beginning of year	20	24
Upon beginning of year	21	25
Upon beginning of year	22	26
Upon beginning of year	23	27
Upon beginning of year	24	28
Upon beginning of year	25	29
Upon beginning of year	26 and beyond	30

Section 2. Regular full-time employees shall accrue vacation leave benefits per pay period for each hour in pay status exclusive of overtime. Employees shall be eligible to take or be paid for vacation leave benefits after the completion of six (6) months of successful service.

Section 3. No employee shall work for compensation for the County in any capacity during the time that the employee is on vacation.

Section 4. Vacation may be used in one-half hour increments, at the discretion of the Department Director or Division Manager.

Section 5. Upon termination for any reason, an employee shall be paid for unused vacation up to the maximum allowed accumulation.

Section 6. In cases of separation by death, payment of unused vacation benefits shall be made to the employee's estate or, in applicable cases, as provided for by state law.

Section 7. Full-time employees may accrue up to sixty (60) days vacation leave. Part-time regular employees who are employed at least half-time and receive vacation and sick leave may accrue vacation leave up to sixty (60) days pro-rated to reflect their normally scheduled work week. Employees may accrue additional vacation beyond the maximum specified herein when, as a result of cyclical workloads or work assignments, accrued vacation will be lost; otherwise, employees shall use or forfeit the excess accrual prior to December 31 of the year in which the excess was accrued.

Section 8. Regular Part-time Employees. Employees whose employment status is regular part-time shall receive vacation leave benefits in accordance with the provision of this Article; however, such benefit shall be prorated based on the number of hours the employee is regularly scheduled to work.

Section 9. If an employee resigns from County employment in good standing or is laid off and subsequently returns to County employment within two years from such resignation or lay off, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under this article.

Section 10. Leave for Organ Donors. The department shall allow employees eligible for family leave, sick leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

1. Give the department reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where illness, injury, pain or the eventual death of the identified recipient is foreseeable.

1 2. Provide written proof from an accredited medical institution, organization or
2 individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue
3 or to participate in any other medical procedure where the participation of the donor is unique or
4 critical to a successful outcome.

5 **Section 11. Vacation Scheduling.** Vacation Preference requests for the period beginning
6 March 1st and ending with the final day of February of the following calendar year, must be received
7 no later than the February 1st preceding the twelve (12) month period during which the vacation is
8 being requested in order to receive scheduling preference. Vacation preference requests shall be
9 granted based upon seniority within job classification, within each facility, provided that essential
10 facility operations are properly staffed at all times. Employees shall be advised by March 1st regarding
11 approval or disapproval of their requests.

12 Vacation requests received after February 1st shall be considered based on the date of request;
13 in the event two or more leave requests are submitted on the same date, seniority within job
14 classification within facility shall be the determining factor.

15 Employees who have pre-approved leave time and who subsequently transfer to another job
16 classification within the bargaining unit, or whose schedule or facility changes, shall be allowed to
17 retain that pre-approved vacation period regardless of their seniority within the shift, facility, or job
18 class to which they transfer, provided that essential facility operations are properly staffed at all times.

ARTICLE 8: SICK LEAVE

Section 1. Every eligible regular full-time and regular part-time employee shall accrue sick leave benefits at the hourly rate of 0.04616 for each hour in pay status exclusive of overtime or compensatory time up to a maximum of eight (8) hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned. Regular part-time employees shall receive sick leave benefits in accordance with the provisions of this Article; however, such benefit shall be prorated based on the number of hours the employee is regularly scheduled to work.

Section 2. After the first six months of regular service, a regular employee may, at the division manager's discretion, be permitted to use any accrued vacation as an essential extension of used sick leave.

Section 3. Management is responsible for the proper administration of this benefit. A doctor's certificate verifying illness or inability to work may be required of an employee for any sick leave used. Where an employee requests the use of family leave, management may require the employee to submit the doctor's certificate verifying the need for the employee's attendance. In each case of absence due to illness or injury, it shall be the responsibility of the employee to notify the employee's supervisor of the absence and the anticipated duration of the absence. Except in emergency situations, failure to notify the supervisor of an absence prior to the commencement of the employee's shift shall be grounds for disciplinary action.

Section 4. There shall be no limit to the hours of sick leave benefits accrued by an employee.

Section 5. Separation from County employment, except by retirement, termination for nondisciplinary medical reasons, or reason by layoff due to lack of work, funds, or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing, terminate for nondisciplinary medical reasons, or be laid off, and return to County employment within two years, accrued sick leave shall be restored.

Section 6. Employees eligible to accrue sick leave and who have successfully completed at least five (5) years of County service and who retire as a result of length of service or who terminate

1 by reason of death shall be paid, or the estates be paid or as provided for by RCW Title 11, as
2 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
3 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
4 mandatory withholdings.

5 **Section 7.** Accrued sick leave may be used for the following reasons:

6 • The employee's bona fide illness; but an employee who suffers an occupational
7 illness may not simultaneously collect sick leave and worker's compensation benefits in a total amount
8 greater than the net regular pay of the employee;

9 • The employee's incapacitating injury, but:
10 ? an employee injured on the job may not simultaneously collect sick leave and
11 worker's compensation benefits in a total amount greater than the net regular pay of the employee;
12 ? an employee who chooses not to augment his/her worker's compensation
13 time loss pay through the use of sick leave shall be deemed to be on unpaid leave status;

14 ? an employee who chooses to augment worker's compensation payments with
15 the use of accrued sick leave shall notify the worker's compensation office in writing at the beginning
16 of the leave;

17 ? An employee may not collect sick leave and worker's compensation for
18 physical incapacity due to any injury or occupational illness that is directly traceable to employment
19 other than with the County.

20 • The employee's exposure to contagious disease and resulting quarantine;
21 A female employee's temporary disability caused by or contributed to by pregnancy and
22 childbirth.

23 • The employee's medical or dental appointments, provided that the employee's
24 appointing authority has approved the use of sick leave for such appointments;

25 • To care for the employee's child if the child has an illness or health condition that
26 requires treatment or supervision by the employee;

27 • To care for other family members if:
28

1 • the employee has been employed by the county for twelve months or more and has
2 worked a minimum of one thousand, forty hours in the preceding twelve months;

3 • the family member is the employee's spouse or domestic partner, the employee's
4 child, a child of the employee's spouse or domestic partner, the employee's parent, a parent of the
5 employee's spouse or domestic partner; and

6 • the reason for the leave is one of the following:

7 (1) the birth of a son or daughter and care of the newborn child, or placement
8 of the son or daughter by adoption or foster care, if the leave is taken within twelve months of the
9 birth, adoption, or placement;

10 (2) to care for the employee's child, or child of the employee's spouse or
11 domestic partner whose illness or health condition requires treatment or supervision by the employee;
12 or

13 (3) Care of a family member who suffers from a serious health condition.

14 **Section 8.** Employees shall be entitled to family medical leave, as provided by the federal
15 Family Medical Leave Act, the King County Family Medical Leave ordinance and any Washington
16 state laws that provide for family medical leave. These laws and ordinances shall control in the event
17 of a conflict with this section.

18 Under King County Family Medical Leave, an employee may take a total of up to eighteen
19 weeks of unpaid leave for his/her own serious health condition (as defined by the King County
20 Personnel Guidelines), and for family reasons as provided for in Section 7 above, within a twelve
21 month period. The leave may be continuous (which is consecutive days or weeks), or intermittent
22 (which is taken in whole or partial days as needed). Intermittent leave is subject to the following
23 conditions:

24 • when leave is taken after the birth or placement of a child by adoption or foster care,
25 an employee may take leave intermittently or on a reduced leave schedule only if authorized by the
26 employee's appointing authority;

27 • an employee may take leave intermittently or on a reduced schedule when medically
28 necessary due to a serious health condition of the employee or family member of the employee. If

1 this leave is foreseeable based on planned medical treatment, the Department Director or his/her
2 designee may require the employee to transfer temporarily to an available alternate position for which
3 the employee is qualified and that has equivalent pay and benefits and that better accommodates
4 recurring periods of leave than the employee's regular position.

5 Use of donated leave shall run concurrently with the eighteen work week family medical leave
6 entitlement. The County shall continue its contribution toward health care benefits during any unpaid
7 leave taken under this section. An employee, who returns from unpaid family or medical leave within
8 the time provided for in this Article, is entitled (subject to bona fide layoff provisions) to:

- 9 • the same position she/he held when the leave commenced; or
- 10 • a position with equivalent status, benefits, pay and other terms and conditions of
- 11 employment, and
- 12 • the same seniority accrued before the date on which the leave commenced.

13 Failure to return by the expiration date of the leave of absence may be cause for removal, and
14 may result in termination of the employee from County service.

15 **Section 9.** In January of each calendar year, employee sick leave usage will be reviewed.
16 Regular full-time and regular part-time employees who have used two (2) or less days of sick leave
17 during the entire preceding calendar year shall be rewarded by having sixteen (16) additional hours
18 credited to their vacation account. Employees who have used more than two (2) but less than four (4)
19 sick leave days shall have one (1) additional day credited to their vacation account. The additional
20 vacation credits specified herein shall not affect sick leave amounts.

21 **Section 10. Donation of Vacation and Sick Leave Hours.**

22 **A. Vacation leave hours.**

23 1. Any full-time regular employee or part-time regular employee, who is
24 employed at least half-time and receives vacation and sick leave may donate a portion of his or her
25 accrued vacation leave to a full-time regular employee or part-time regular employee who is employed
26 at least half-time and receives vacation and sick leave. Such donation will occur upon written request
27 to and approval of the donating and receiving employees' department director(s), except that requests
28 for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving

1 employee shall not be denied unless approval would result in a departmental hardship for the receiving
2 department.

3 2. The number of hours donated shall not exceed the donor's accrued vacation
4 credits as of the date of the request. No donation of vacation hours shall be permitted where it would
5 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

6 3. Donated vacation leave hours must be used within ninety (90) calendar days
7 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
8 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from
9 vacation leave payoff provisions contained in this Agreement. For purposes of this section, the first
10 hours used by an employee shall be accrued vacation leave hours.

11 **B. Sick leave hours.**

12 1. Any full-time regular employee or part-time regular employee who is
13 employed at least half-time and received vacation and sick leave may donate a portion of his or her
14 accrued sick leave to a full-time regular employee or part-time regular employee who is employed at
15 least half-time and receives vacation and sick leave, upon written notice to the donating and receiving
16 employees' department director(s).

17 2. No donation shall be permitted unless the donating employee's sick leave
18 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
19 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
20 year.

21 3. Donated sick leave hours must be used within ninety (90) calendar days.
22 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
23 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
24 contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For
25 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

26 **C. All donations of vacation and sick leave made under this Agreement are strictly**
27 **voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other**
28 **compensation or benefits in exchange for donating vacation or sick leave hours.**

1 **D.** All vacation and sick leave hours donated shall be converted to a dollar value based
2 on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided
3 by the receiving employee's hourly rate to determine the actual number of hours received. Unused
4 donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at
5 the time of reconversion.

1 **ARTICLE 9: MISCELLANEOUS LEAVE TIME**

2 **Section 1. Bereavement Leave.** Regular full-time and regular part-time employees shall be
3 entitled to three (3) working days (to equal the hours in each employee's regularly scheduled shift) of
4 bereavement leave per year due the death of a member of the employee's immediate family. Eligible
5 employees who have exhausted their bereavement leave shall be entitled to use sick leave in the
6 amount of three (3) days for each instance when death occurs to a member of the employee's
7 immediate family. For purposes of this section, immediate family is defined as the employee's spouse,
8 child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner; and the
9 child, parent, sibling, grandparent or grandchild of a spouse or domestic partner.

10 **Section 2. Union Business Leave.** Authorized Union representatives shall be allowed up to
11 ten (10) hours collectively per month for resolving complaints, grievances, and other legitimate Union
12 business. Local 21-AD shall inform the employer of the names of authorized representatives. Prior to
13 using any of the above-designated time, or leave bank time, employees will submit written requests to
14 their supervisor for prior approval. The release of Union representatives for Union Business leave
15 shall not be unreasonably denied. The Union shall provide the Department with as much notice as
16 possible of the need for such leave. Any excess usage over ten (10) hours in a one (1) month period
17 shall be subtracted from the bank in Section 3. Time spent attending the monthly Labor-Management
18 Meeting shall not be deducted against either the ten (10) hours allotment or the leave bank, as
19 provided in Section 3 of this Article.

20 **Section 3.** The Union will establish a union leave bank for union representatives to access to
21 perform authorized Union activities. This bank shall be established through the donation of one (1)
22 vacation hour annually by each regular employee in the bargaining unit. The accrued time in this bank
23 will be limited to a maximum of three hundred (300) hours. When this limit is reached, these
24 donations will discontinue until the accrued hours have dropped below two hundred (200).

25 The department agrees to administer the leave bank account provided the Union has sole
26 discretion to determine what activities the bank is utilized for and which union representatives may
27 access it.

Section 4. Military Leave. Regular full-time and regular part-time employees shall be entitled to Military Leave in accordance with the King County Code and/or Personnel Guidelines.

ARTICLE 10: LIMITED DUTY ASSIGNMENT POLICY DUE TO PREGNANCY

Limited duty assignments due to pregnancy shall be administered in accordance with the County Personnel Guidelines.

1 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Intent.** In the interest of continued good employee relations and morale, the
3 County recognizes the importance and desirability of settling grievances promptly and fairly. To
4 accomplish such, every effort will be made to settle grievances at the lowest possible level of
5 supervision. Further, employees who choose to utilize the procedure set forth in this Article will be
6 free from coercion, discrimination, or reprisal for seeking a resolution to their grievances.

7 **Section 2. Definition.** A grievance shall be defined as an alleged violation of any of the
8 express terms of this contract to include wages, hours, and working conditions as specifically provided
9 herein.

10 **Section 3.**

11 **Step 1.** A grievance shall be presented verbally or in writing by the aggrieved
12 employee (and his/her selected representative if the employee wishes) within fifteen (15) calendar days
13 from the date the employee should have known of the occurrence, to the first level of supervision
14 outside the bargaining unit. That supervisor shall gain all relevant facts and shall attempt to adjust the
15 matter and notify the employee in writing within ten (10) calendar days from the date the grievance
16 was received. If a grievance is not pursued by the employee and his/her representative to the next
17 level of supervision within ten (10) calendar days from the date the Step 1 response is due or received,
18 the grievance shall be presumed resolved.

19 **Step 2.** If after thorough discussion with the supervisor the grievance has not been
20 resolved to the employee's satisfaction, the employee and/or his/her representative shall then present
21 the grievance in writing to the Facility Commander for investigation, discussion, and written reply.
22 The Facility Commander shall make a written decision available to the aggrieved employee with a
23 copy mailed to the Union within fourteen (14) calendar days from the date the Step 2 grievance is
24 received.

25 **Step 3.** If the grievance has not been resolved to the employee's satisfaction, the
26 employee and/or his/her representative shall then present the grievance in writing to the Department
27 Director for investigation, discussion, and written reply. The Department Director shall make a
28 written decision available to the aggrieved employee with a copy mailed to the Union and the

1 Manager of the Human Resources Division of the King County Department of Executive Services
2 (hereinafter “HRD Manager”) within fourteen (14) calendar days from the date the Step 3 grievance is
3 received. Grievances at Step 4 and beyond must be processed through the Union’s business
4 representatives.

5 **Step 4.** Failing to settle the grievance in accordance with Step 3, the grievance shall be
6 submitted in writing to the HRD manager or his/her designee within twenty-one (21) calendar days
7 from the date the Step 3 response was received or due, whichever occurs first. The HRD Manager or
8 his/her designee shall schedule a hearing within twenty-one (21) calendar days from the date of receipt
9 of the written Step 4 grievance. Both parties to the grievance shall be entitled to call witnesses on
10 their behalf. All such hearings shall be closed for the purpose of maintaining confidentiality, unless
11 otherwise mutually agreed to. The HRD Manager or his/her designee shall render a decision within
12 ten (10) calendar days of the hearing. Prior to the hearing if mutually acceptable, the parties shall
13 attempt grievance mediation. Mediator(s) shall be requested from a mutually agreeable source. If
14 mediation occurs and no settlement is reached, the Step 4 hearing will occur as described above.

15 **Step 5. Arbitration.** Should the HRD Manager not resolve the grievance to the
16 satisfaction of the Union, the Union may request arbitration within thirty (30) calendar days of the date
17 the Step 4 response was due. The request must specify:

- 18 a. Article or Articles the County has allegedly violated;
- 19 b. details or nature of the violation;
- 20 c. position of party who is referring the grievance to arbitration;
- 21 d. questions which the arbitrator is being asked to decide; i.e., issues statement;
- 22 and
- 23 e. remedy sought.

24 **Section 4. Selection of Arbitrator.** Should arbitration be chosen, the arbitrator shall be
25 selected by agreement of the parties. Failing agreement, the arbitrator shall be selected from a panel of
26 eleven arbitrators furnished by Public Employment Relations Commission (P.E.R.C.) or Federal
27 Mediation and Conciliation Service (F.M.C.S.). The arbitrator will be selected from the list by both
28 the employer and the Union alternately striking a name from the list until only one name remains. It

1 shall be the responsibility of the party requesting arbitration to contact the appropriate entity for a list.
2 The arbitrator shall be asked to render a decision promptly and the decision of the arbitrator shall be
3 final and binding on both parties.

4 **Section 5. Authority of the Arbitrator.** In connection with any arbitration proceeding held
5 pursuant to this Agreement, the following is understood:

6 a. The arbitrator shall have no power to render a decision that will add to, subtract
7 from, alter, change, or modify the terms of this Agreement, and his/her power shall be limited to
8 interpretation or application of the expressed terms of this Agreement. All other matters shall be
9 excluded from arbitration.

10 b. No matter may be arbitrated which the employer, by law, has no authority over, has
11 no authority to change, or has been delegated to any civil service commission or personnel board, as
12 defined in the Revised Code of Washington, Chapter 41.56.

13 c. The parties agree that the decision or award of the arbitrator shall be final and
14 binding on each of the parties and that they will abide thereby. There shall be no strikes, cessation of
15 work, or lockout during such conferences or arbitration.

16 d. Each party shall bear one half (1/2) of the arbitrator's fee and expenses. Each party
17 shall bear the cost of preparation and presentation of the matter and all costs associated with the
18 hiring/retaining of attorneys in presenting the party's case.

19 **Section 6. Witness Expenses.** Each party shall bear the cost of any witness appearing on that
20 party's behalf, except that witnesses called by the Employer who are bargaining unit members shall
21 suffer no loss of pay as a result of appearing as witnesses in the arbitration process.

22 **Section 7. Timeliness and Extensions.** Failure by an employee or the Union to comply with
23 any time limitation of the procedure in this Article shall constitute withdrawal of the grievance;
24 provided, however, any time limits stipulated in the grievance procedure may be extended for stated
25 periods of time by the appropriate parties by mutual agreement, in writing.

26 **Section 8. Arbitration Awards.** Arbitration awards or grievance settlements shall not be
27 made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is
28

1 based, that date being fifteen (15) or fewer calendar days prior to the initial filing of the grievance,
2 unless the circumstances of the grievance were not and could not have been known by the grievant.

3 **Section 9. Unfair Labor Practice(s) Resolution.** The parties agree that thirty (30) days
4 prior to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations
5 Commission (PERC), the complaining party will notify the other party, in writing, meet and make a
6 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
7 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
8 Labor Practice.

ARTICLE 12: ASSIGNMENTS AND HOURS OF WORK

Section 1. Master Schedule. It is agreed that for each classification in the bargaining unit, the employer and the Union shall meet and confer to discuss a master schedule(s) for all bargaining unit members. Prior to implementing any large-scale changes to a master schedule, the employer agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by the employees for a period of time to be determined by the parties, but not to exceed fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation. If schedules for a unit (Classification, PR, Supervised Release, and Clerical) have not been changed for a period of three (3) consecutive calendar years, then that unit's schedule shall be opened for a rebid.

Section 2. Bid Process. When a bargaining unit position becomes vacant or new positions are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off of the position.

Section 3. Employees are allowed to request specific duty assignments; however, nothing in this Agreement shall preclude management from making duty assignments based on the operational needs of the department. All requests shall be considered and a determination shall be made based on the operational needs of the department and the seniority of the employee.

Section 4. Work Week. The normal work week shall consist of five (5) consecutive days on and two consecutive days off resulting in forty (40) hours of work for the week. The work week shall begin on Sunday at 12:00 a.m. (0001) and end on Saturday at 11:59 p.m. (2359).

Section 5. Alternative Work Schedules. This Agreement does not preclude the implementation of alternative work schedules outside the master schedule. However, the County shall notify the Union prior to the implementation of such schedules to allow the Union an opportunity to meet with management to discuss the proposed changes. Effective January 1, 2000, the Department shall make available flextime options for bargaining unit members (predetermined one-half hour before or after regularly scheduled shift).

Section 6. Lunch Breaks. An unpaid lunch break of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway through each shift. The length of the

1 bargaining unit's lunch break at the time of the signing of this Agreement shall remain in effect unless
2 conditions of the agency change and a change in working hours is required. If such does occur, the
3 employer agrees to meet with the Union to negotiate the terms of the change.

4 **Section 7. Relief Period.** All bargaining unit members shall be allowed one (1) relief period
5 during the first half of the shift and one (1) relief period during the second half of the shift. A relief
6 period is fifteen (15) minutes. The employer shall establish reasonable rules governing the taking of
7 such relief period.

8 **Section 8. Temporary Assignment.** Nothing in this Article is meant to preclude temporary
9 assignment or reassignment of an employee because of illness, vacation, emergency, training
10 orientation, etc.

1 **ARTICLE 13: POSITION OPENINGS AND PROMOTIONS**

2 **Section 1.** Employees are encouraged to seek advancement within their specific work units as
3 well as within the County as a whole. In order to promote such, the department shall post
4 announcements informing employees of open recruitment opportunities within all County departments.
5 Should a promotional position become available within the bargaining unit, bargaining unit members
6 are required to compete for such in accordance with the procedures set forth in the County Personnel
7 Guidelines for the Career Service.

8 Vacant and or newly created bargaining unit positions will be posted for application by
9 bargaining unit members. If a bargaining unit member is not selected for the vacancy the posting shall
10 be made available for application within the department.

11 **Section 2. Special Assignments.** When a special assignment is available for unit members,
12 such assignment will be posted in a public place. All interested bargaining unit members shall be given
13 the opportunity to apply for the special assignment regardless of work location, shift, or job
14 assignment. In selecting unit members for such assignments, management will consider, among other
15 factors, including each member's qualifications, the desirability for all members to have an opportunity
16 to work special assignments.

1 **ARTICLE 14: OVERTIME AND CALLBACK**

2 **Section 1. Overtime.**

3 a. For the purpose of this Agreement, overtime shall be defined as all hours actually
4 worked in excess of forty (40) hours in the work week (sick leave, vacation, and holidays are not
5 hours worked). When a bargaining unit member works overtime, compensation for such shall be at
6 one and one-half (1-1/2) times the employee's regular hourly rate as defined by the Fair Labor
7 Standards Act. No overtime shall be worked, unless the employee has received prior approval from
8 his/her supervisor to work the necessary overtime hours.

9 b. If an emergency necessitates a bargaining unit member to receive telephone calls at
10 home, and such calls do not result in a need to return to work, the calls shall be logged (with respect
11 to time and issue) and the employee receiving such calls shall be paid either straight time or overtime,
12 as applicable.

13 c. Overtime and extra hour scheduling will be a proper topic for discussion at a Unit or
14 Department Labor-Management meeting and procedures adopted shall be posted in each work area
15 where they are applicable. Such scheduling shall be done in accordance with the provisions of
16 Addendum A to this Agreement.

17 d. Overtime will be on a voluntary basis except in the case of an emergency when
18 mandatory overtime may be required by the department.

19 **Section 2. Callback.** All bargaining unit members who are called back to work after
20 completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate. A
21 minimum of four (4) hours shall be paid to the employee or, where the actual hours worked exceeds
22 four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be called out
23 more than once in a twenty-four (24)-hour period.

24 **Section 3. Court Appearances.** Bargaining unit members who are required to "stand by" for
25 court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time
26 hourly rate for all hours they are on standby status on their regularly scheduled time off. Once notified
27 that the employee must report to court, the standby pay shall cease and the provisions as outlined in
28

1 Section 2 above shall apply. If the employee is not required to appear in court, a minimum of four (4)
2 hours shall be paid at the standby rate.

3 **Section 4.** In lieu of overtime pay, an employee may request compensatory time off at the rate
4 of time and one half for each hour of overtime that was worked. Compensatory time will be mutually
5 agreed to; provided, however, a maximum of eighty (80) non-replenishable total compensatory time
6 hours may be accrued in a one (1) year period. At the end of the first quarter of each calendar year,
7 any remaining balance must be paid to the employee. Employees agree that it would be an undue
8 hardship to request to use compensatory time during a period the unit is below minimum staffing levels
9 and their absence must be covered through calling-in another employee on overtime. In those
10 circumstances where regular staffing is equal to one (1) person per shift (*i.e.*, minimum staffing), this
11 scheduling restriction shall not apply.

ARTICLE 15: WAGES

Section 1. Wages. The following list is a complete listing of classifications and pay ranges covered by this Agreement; the salary ranges listed below shall be effective January 1, 2000:

Class Code	Previous Class Name	New Class Name	Range
0706	Volunteer Program Coordinator	Occupational Education and Training Coordinator	54
1421	Pretrial Case Worker	Forensic Counselor	54
1420	Pretrial Screener	Personal Recognizance Investigator	52
1220	Recreation Specialist	Recreation Coordinator	48
1047	Corrections Program Specialist	Corrections Program Specialist	54
0013	Office Technician II	Administrative Specialist II	37
0012	Office Technician I	Administrative Specialist I	33
0007	Office Assistant III	Administrative Office Assistant	29

Pay ranges shall be equivalent to those listed on the King County Standardized Salary Schedule. If, as a result of negotiations for a successor agreement, the Corrections Officers negotiate a higher rate of increase than the standard County COLA, the parties agree to reopen negotiations concerning wages.

Section 2. Step Increases. Employees shall receive within-range increases from one step to the next higher step, upon satisfactory completion of the probationary period and annually thereafter as provided below.

a. Upon completion of the six months of satisfactory service an employee's salary shall be advanced to Step 2, if the rate currently paid is Step 1. If the employee's initial salary is at Step 2, it shall be advanced to the next higher step, upon completion of six (6) months satisfactory performance. An increase beyond Step 2 is permissive, and may be given at the discretion of the appointing authority.

1 b. Annual Step Incentive Increases shall be effective with the first pay period received
2 in January of each calendar year.

3 **Section 3. Acting Pay.** Employees who are assigned in writing (including by electronic mail)
4 by their supervisor to perform the duties of a higher classification for a period of one (1) full working
5 day or more, shall receive five (5) percent additional compensation for all such day(s) worked.

6 **Section 4. 2003 Increase:** Effective January 1, 2003, wage rates in effect on December 31,
7 2002, shall be increased by an amount equal to ninety percent (90%) of the percentage difference
8 between the All Cities CPI-W September 2001 - September 2002; provided, however, that the amount
9 produced by application of the foregoing shall not be less than two percent (2%) nor greater than six
10 percent (6%).

11 **Section 5. 2004 Increases:** Effective January 1, 2004, wage rates in effect on December 31,
12 2003, shall be increased by an amount equal to ninety percent (90%) of the percentage difference
13 between the All Cities CPI-W September 2002 - September 2003; provided, however, that the amount
14 produced by application of the foregoing shall not be less than two percent (2%) nor greater than six
15 percent (6%).

16 **Section 6. 2005 Increase:** Effective January 1, 2005, wage rates in effect on December 31,
17 2004, shall be increased by an amount equal to ninety percent (90%) of the percentage difference
18 between the All Cities CPI-W September 2003 - September 2004; provided, however, that the amount
19 produced by application of the foregoing shall not be less than two percent (2%) nor greater than six
20 percent (6%).

21 **Section 7.** Employees assigned in writing (including by electronic mail) by their supervisor or
22 administrator to perform training duties will be paid at a rate which is five percent (5%) higher than
23 their regular rate of pay for all hours worked in those capacities.

24 **Section 8.** All extra help or on-call temporary staff will be paid at the first step of the salary
25 schedule of the classification whose duties they are hired to perform.

26 **Section 9.** Employees who are required to be licensed or certified as a condition of
27 employment will have their annual professional fees reimbursed by the Department.
28

1 **Section 10.** The Union agrees to the implementation of the County's biweekly payroll process
2 when and if an effectuating ordinance is passed by Council.

3 **Section 11.** Employees will be paid five hundred dollars (\$500.00) per year who translate a
4 language in the workplace identified by management as a language for which translation activity is
5 necessary. The stipend shall be paid to eligible employees in April of each year. Eligible employees
6 shall be required to pass a language proficiency test administered by the County.

ARTICLE 16: JURY DUTY

Section 1. General. An employee required by law to serve on jury duty shall continue to receive his/her salary and shall be relieved of regular duties for the period of time so assigned. However, once relieved or dismissed for the day from duty by the court, the employee is required to immediately report to his/her supervisor, if such release is within the regularly scheduled work day. If dismissed or relieved at a time which is not during the employee's regularly scheduled shift, the employee shall be required to work his/her next regularly scheduled shift which has a starting time of twelve (12) hours or more after dismissal.

Section 2. Notice. When an employee is notified to serve on jury duty, he/she will inform his/her immediate supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of absence from regular duties.

Section 3. Fees and Mileage. The fees, exclusive of mileage, paid by the court for jury duty shall be forwarded to the King County Office of Finance.

1 **ARTICLE 17: REDUCTION IN FORCE**

2 **Section 1. Order of Layoff.** If a layoff should occur due to lack of work or lack of funds,
3 employees shall be laid off in accordance with their seniority with first consideration given to job class
4 within the bargaining unit and second consideration given to total consecutive employment within the
5 bargaining unit. The employee with the least seniority in the job class shall be the first laid off. No
6 regular or probationary employee shall be laid off while there is a temporary or extra-help (temporary)
7 employee serving in a position which a regular or probationary employee is qualified to fill.

8 **Section 2. Bumping Rights.** In lieu of layoff, a regular or probationary employee may
9 request a demotion to a position in a lower classification formerly held by the employee being laid off
10 within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the
11 employee who is being bumped.

12 **Section 3. Order of Recall.** The names of laid off employees will be placed on a re-
13 employment list in reverse order of seniority at time of layoff. Such list will remain in effect for a
14 period of two years or until all laid off employees are rehired with the County, whichever comes first.

ARTICLE 18: AUTOMOBILE EXPENSE

Bargaining unit members who have been authorized to use their own transportation on County business shall be reimbursed at the rate per mile as established by ordinance of the King County Council.

1 **ARTICLE 19: EDUCATION AND TRAINING PROGRAM**

2 **Section 1. General.** The parties acknowledge that the training and development of
3 employees is a matter of primary importance.

4 **Section 2. Training Opportunities.** Notice of special schools and training opportunities will
5 be posted and all interested personnel will be allowed to apply for these opportunities prior to any final
6 selection.

7 **Section 3. Education Incentive.** The parties endorse the value of higher education
8 achievements by employees. In order to encourage such accomplishments, the Employer will
9 reimburse employees for the cost of tuition and books when the courses are taken at an accredited
10 institution and provided the courses are currently job related to the work being done by the employee
11 and not primarily related to personal growth or general advanced training. To be eligible to receive
12 reimbursement, the employee must maintain a grade of "C" or better (or its equivalent) in each course
13 for which reimbursement is sought. The employee agrees to repay the full amount upon separation
14 from county employment if the separation occurs within two (2) years of the completion of the course.
15 In addition, where workshops, conferences, and other training seminars are directly job related and are
16 not available in a formal accredited institution, the Department Director (or his/her designee) may, at
17 his/her discretion, approve the reimbursement of enrollment at such workshop, conference, or seminar.
18 Proof of attendance will be required.

1 **ARTICLE 20: SAVINGS CLAUSE**

2 **Section 1. Violations.** If an Article or part of an Article of this Agreement should be decided
3 by a court of competent jurisdiction or by mutual agreement of the employer and Local 21-AD to be in
4 violation of any federal, state, or local law, or if adherence to or enforcement of an Article or part of
5 an Article should be restrained by a court of law, the remaining Articles of the Agreement shall not be
6 affected.

7 **Section 2. Replacement.** If a determination or decision is made pursuant to Section 1 of this
8 Article that part of this Agreement is in violation of federal, state, or local law, the parties to this
9 Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement.

10 **Section 3. Compliance.** Should this Agreement or any section or Article be found not in
11 compliance with federal regulations, and where compliance with such regulations is required as
12 condition for the receipt and expenditure of federal funds, the employer and Local 21-AD agree to
13 immediately convene and re-negotiate the Agreement, Section, or Article with such regulations.

ARTICLE 21: CONCLUSION OF COLLECTIVE BARGAINING

This Agreement is the entire Agreement between the employer and Local 21-AD. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings and concludes all collective bargaining for the duration of this Agreement. Should either party desire to change or modify the terms of this Agreement, the initiating party agrees to contact the other party to obtain approval for such change or modification. All changes or modifications to this written Agreement must be in the form of a Letter of Understanding. Such letters require the signature of an authorized representative of the Union, the Department Director, and the Director of the Human Resources Division of the Department of Executive Services or his/her designee.

1 **ARTICLE 22: DURATION**

2 **Section 1. Duration.** This Agreement shall become effective January 1, 2003 and shall
3 remain in effect through December 31, 2005. Either party may give written notice of its intent to ter-
4minate or modify this Agreement not less than sixty (60) days nor more than ninety (90) days prior to
5the expiration date. Negotiations must commence no later than thirty (30) days prior to the expiration
6date unless mutually agreed.

7 **Section 2. Council Approval.** The employer shall submit the Agreement to the County
8 Council for approval by ordinance within thirty (30) days of signing by both parties.

9
10 **APPROVED** this _____ day of _____, 2003

11
12
13
14 By _____
15 King County Executive

16
17
18
19
20
21 _____
22 Bill Dennis
23 Staff Representative
24 Washington State Council of County
25 and City Employees

_____ Date

26 _____
27 Ron Kintner
28 President
Washington State Council of County
and City Employees, Local 21-AD

_____ Date

ADDENDUM A

Addendum A: Overtime Scheduling Procedures for 21-AD

The parties hereby agree to the following overtime scheduling procedures for the employees covered by this Agreement:

Section 1. Definitions. The parties acknowledge that it is the Department's policy to minimize the use of overtime and that nothing in this Agreement or Addendum shall be construed as a guarantee of overtime assignments. Eligibility to work overtime shall be determined by the Department.

a. Planned overtime assignments. Planned overtime assignments consist of all known absences due to vacation, sick leave, training, etc., and all vacant positions assigned to the section but not staffed.

b. Unplanned overtime assignments. Unplanned overtime assignments consist of needs created by someone calling in sick, unplanned or unscheduled training or emergency leaves.

c. Mandatory overtime. Mandatory overtime is overtime required when an emergency exists.

d. Mandatory overtime minimum staffing. Minimum staffing for the purposes of mandatory overtime is defined as the number of staff needed to address essential/critical functions on a short-term and/or emergent basis.

Section 2. Overtime Scheduling. An overtime sign-up sheet shall be posted at each facility on or before the 4th and will remain through the 20th of each month, allowing staff members interested in working overtime a chance to indicate the date and shift they will be available to work. These sign-up sheets will be used to fill all known overtime needs for the coming month on a seniority basis. The supervisor(s) shall attempt to post the confirmed overtime schedule three days prior to the end of the month. This posting shall allow for any adjustments that need to be made, prior to the beginning of the new month.

The employee is responsible for indicating on the sign-up sheet the date, shift(s), and facility that they are willing to work. The list shall be faxed to the other facility on the 21st.

When assigning overtime, the supervisor(s) will make a good faith effort to distribute the

overtime equally among those who have volunteered to work. The supervisor(s) shall have discretion in back-filling all known absences, subject to the operational needs of the Department.

Once the overtime schedule has been posted, the employee is expected to work as if it is a regularly scheduled work day. If staff do not show up for their overtime assignment as scheduled, or are late for that assignment, administrative action shall be taken.

Section 3. Planned Overtime Scheduling.

a. Planned overtime shall be assigned on a seniority basis;

b. Staff shall first be scheduled at the facility to which they are assigned;

c. Remaining overtime shifts shall be assigned to available persons from either facility (availability shall be determined via communication between supervisors after the initial overtime assignments have been made).

Section 4. Unplanned Overtime Scheduling.

When unplanned overtime needs arise, the supervisor(s) shall assess the need for back-filling the position and then check with the volunteers on the sign-up sheet for that day to see if there is someone available and interested.

Section 5. Mandatory Overtime Needs.

The need for mandatory overtime shall normally be determined by the Director (or his/her designee). The supervisor(s) may determine the need for mandatory overtime when staffing levels fall below that which is needed to address essential/critical functions for more than a short period of time. The supervisor(s) shall assess work load and operational needs to determine minimum staffing levels and shall make every effort to ensure that there is at least one person each shift (two staff members splitting a shift is acceptable). In general, supervisors shall extend those on duty to cover the overtime needs.

Essential/Critical functions include, but are not limited to, the following:

Classification: Primary interviews; disciplinary/ADSEG hearings

Screeners: Released persons screened for necessity of No Contact Orders

These examples are listed for illustrative purposes and may not be construed as an exhaustive or exclusive listing.

Reverse seniority shall be used to determine availability of staff members for mandatory overtime. Consideration will be given to each person's work schedule; hours shall not exceed 17 consecutive hours worked.

Sideletter Agreement

This letter of agreement between Washington State Council Of County And City Employees Local 21-AD and King County operates to modify the terms of the existing collective bargaining agreement, and is effective from January 1, 2003 through December 31, 2005.

1. Training Issues.

The Union and the Department shall meet during the term of this Agreement to develop strategies for obtaining and scheduling cost-effective training for bargaining unit members.

2. Overtime Calculations.

Beginning January 1, 2003, and continuing through the term of this Agreement, overtime shall be defined as all hours worked in excess of forty (40) hours in the work week. For purposes of this Agreement, "hours worked" shall include the following:

- Vacation, when such vacations are pre-approved and prescheduled; and
- Mandatory training for bargaining unit members who are ordered to attend training on a particular date/time when such training cannot be rescheduled to a non-overtime period.

3. Work Schedules

A labor-management committee shall be formed to review the results of an independent audit to be performed on unit work load and schedules during the term of this Agreement.

Signed this day on behalf of Washington State Council of County and City Employees:

Bill Dennis
Staff Representative

Date

Ron Kintner
President, Local 21-AD

Date

Signed this day on behalf of King County:

Ron Sims
King County Executive

Date